

EXHIBIT B

(Seitz Declaration)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

-----X
CELADON GROUP, INC., *et al.*,¹ : Chapter 11
Debtors. : Case No. 19-12606 (KBO)
Debtors. : (Jointly Administered)
-----X

**DECLARATION OF BRIAN T. SEITZ IN SUPPORT
OF RETENTION APPLICATION**

I, Brian T. Seitz, make this Declaration pursuant to 28 U.S.C. § 1746, and state:

1. I am a Managing Director of Jones Lang LaSalle Brokerage, Inc. (“JLL”), which has a principal place of business at 8900 Keystone Crossing, Suite 1150, Indianapolis, IN 46240.
2. I submit this declaration (the “Declaration”) on behalf of JLL in support of the Debtors’ *Application of the Debtors for Entry of an Order (I) Authorizing the Debtors to Retain and Employ Jones Lang LaSalle Brokerage, Inc. as Real Estate Broker, Nunc Pro Tunc to the Petition Date and (II) Granting Related Relief* (the “Application”),² by which the Debtors are seeking to retain and employ JLL as real estate broker in connection with the above-captioned chapter 11 cases, and on the terms and conditions set forth in the Application and the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Celadon Group, Inc. (1050); A R Management Services, Inc. (3604); Bee Line, Inc. (5403); Celadon Canadian Holdings, Limited (2539); Celadon E-Commerce, Inc. (2711); Celadon International Corporation (5246); Celadon Logistics Services, Inc. (0834); Celadon Mexicana, S.A. de C.V. (6NL7); Celadon Realty, LLC (2559); Celadon Trucking Services, Inc. (6138); Distribution, Inc. (0488); Eagle Logistics Services Inc. (7667); Hyndman Transport Limited (3249); Jaguar Logistics, S.A. de C.V. (66D1); Leasing Servicios, S.A. de C.V. (9MUA); Osborn Transportation, Inc. (7467); Quality Companies LLC (4073); Quality Equipment Leasing, LLC (2403); Quality Insurance LLC (7248); Servicios Corporativos Jaguar, S.C. (78CA); Servicios de Transportación Jaguar, S.A. de C.V. (5R68); Stinger Logistics, Inc. (3860); Strategic Leasing, Inc. (7534); Taylor Express, Inc. (9779); Transportation Insurance Services Risk Retention Group, Inc. (7197); Vorbas, LLC (8936). The corporate headquarters and the mailing address for the Debtors listed above is 9503 East 33rd Street, One Celadon Drive, Indianapolis, IN 46235.

² Capitalized terms used but not otherwise defined in this Declaration shall have the meanings ascribed to them in the Application.

Services Agreement. Except as otherwise indicated, I have personal knowledge of the matters set forth herein. If called to testify, I could, and would, testify competently to the matters set forth herein.

JLL's Qualifications

3. JLL, together with its affiliates and subsidiaries, provides real estate advisory and professional services to entities throughout the United States and world. The professional services JLL provides include the evaluation, restructuring, disposal of, and the acquisition of real estate and real estate leases. JLL has extensive experience solving complex real estate problems and evaluating, negotiating, and restructuring real estate sale and lease terms.

4. JLL has served as real estate advisor or broker, in a similar capacity as contemplated here, in many complex bankruptcy cases in this district and others, either as a retained professional or an ordinary-course professional. *See, e.g., In re Westinghouse Electric Co., et al.*, No. 17-10751 (MEW) (Bankr. S.D.N.Y.) [Docket No. 965]; *In re RDA Holdings Co., et al.* No. 13-22233 (RDD) (Bankr. S.D.N.Y.) [Docket No. 657]; *In re SFX Entertainment, Inc.*, No. 16-10238 (MFW) (Bankr. D. Del.) [Docket No. 647]; *In re Orlando Gateway Partners, LLC*, No. 16-bk-03448 (KSJ) (Bankr. M.D. Fla.) [Docket No. 216]. JLL has extensive experience working efficiently with debtors in possession or trustees and their other retained professionals.

Services to be Provided

5. Pursuant to the Services Agreement, JLL has provided and has, subject to an order of this Court, agreed to continue to provide professional services to the Debtors to assist them in the disposition of several properties and evaluation of alternative real estate transactions, including:

- Serving as the Debtors' listing agent and advising the Debtors regarding property disposition;
- Assessing markets;
- Holding site tours;
- Preparing and distributing a Request for Proposal to short-listed sites;
- Preparing financial and qualitative analysis;
- Negotiating letters of intent;
- Negotiating purchase and sale agreements; and
- Disclosing material facts.

6. Such services are necessary to the Debtors' efforts in these chapter 11 cases to dispose of its real property interests.

No Duplication of Services

7. JLL understands that the Debtors may retain additional professionals during the term of JLL's engagement and will work cooperatively with such professionals to integrate any respective work conducted by such professionals on behalf of the Debtors. JLL's services will not duplicate the services rendered by any other professionals retained in these chapter 11 cases.

Compensation and Expense Reimbursement

8. JLL's compensation structure is broken down into two categories, commissions and rebates. In terms of commissions, first, pursuant to the Services Agreement, in the event the Debtors execute a purchase agreement or lease for the purchase, sale or lease of property during the term of the Services Agreement, subject to exceptions, JLL is entitled to receive a commission in accordance with the negotiated market rate for the area. Such commission is conditioned upon the closing of the property pursuant to a purchase agreement or fully executed lease agreement.

9. Second, in the event of an acquisition or new lease, JLL will use its good faith effort to cause the owner or landlord of such property to pay JLL the commission, and JLL will advise the Debtors in advance of any offer for which the fee provided by the owner is less than market, and if the Debtors agree prior to submitting the offer, the Debtors will pay JLL the difference directly. Third, in the event of a disposition, JLL will look to the Debtors to pay a market based commission based on the size and location of the project.

10. As to rebates, pursuant to the Services Agreement, JLL has agreed to rebate back to the Debtors any commissions earned on acquisitions based on the following annual amounts of commissions earned by JLL:

- \$0 - \$150,000 – 0% rebate to Debtors
- \$150,001 - \$250,000 – 10% rebate to Debtors
- \$250,001 - \$500,000 – 25% rebate to Debtors
- \$500,001 and above – 35% rebate to Debtors

11. Such compensation structure is standard in the industry and reasonable under the circumstances. Further, JLL understands that it will be compensated pursuant to the Compensation Procedures set forth in the Application and that any payment of compensation remains subject to an order of court disallowing some or all of that compensation for cause. As set forth in the Application, the Compensation Procedures are reasonable under the circumstances and will help streamline the commission-based compensation of JLL.

12. Pursuant to the Services Agreement, Brian Seitz and Jake Sturman of JLL will be responsible primarily to the Debtors for the supervision, coordination, and direction of JLL's services under the Services Agreement. However, pursuant to the Services Agreement, JLL reserves the right to designate another member of the firm to act in such capacity as JLL deems necessary. Further, JLL is authorized to delegate responsibilities, as-needed, to its state and country licensed affiliates and to hire co-brokers. In such event, JLL will file, and require such

co-broker to file, declarations indicating that the co-broker has reviewed the list of interested parties in these chapter 11 cases, disclosing the co-broker's relationships, if any, with the interested parties, and indicating that the co-broker is (a) disinterested, and (b) will remain disinterested during the time that the co-broker works with JLL to provide services to the Debtors in connection with these chapter 11 cases.

Indemnification

13. JLL understands that the indemnification provisions of the Services Agreement shall be modified as provided in the Proposed Order, and that, in the event of inconsistency between the Services Agreement and any order of the Court, such order shall control.

14. Among its terms, the Services Agreement permits JLL to receive a commission with respect to certain real estate transactions that are contracted for within 12 months after the expiration or termination of the Agreement so long as:

Prior to such expiration or termination, Jones Lang LaSalle has (i) contacted the landlord, owner or developer of the relevant party or the agent of any such party regarding the possibility of a purchase agreement or other transaction with Principal; (ii) has informed Principal of the availability of the property as an alternative (such locations referred to below as "Protected Locations"); (iii) Principal has approved the Protected Location in writing; and (iv) Jones Lang LaSalle and Principal have begun written negotiations of a LOI with the owner of said Protected Locations.

15. The Services Agreement also makes reference to JLL's standard exclusive listing agreement (the "ELA") which is attached to the Services Agreement as Exhibit A. As contemplated by the Services Agreement, in connection with the Debtors' retention of JLL, the Debtors will execute an ELA for each property. Among its provisions, the ELA addresses the possibility of JLL's professionals serving as agents for potential purchasers of one or more of the Debtors' properties. This provision, often referred to as a "Dual Agency Provision," is standard in commercial real estate listing agreements. If purchasers represented by JLL were excluded from

purchasing properties from the Debtors, the Debtors' ability to maximize the proceeds from such sales could be compromised. Notwithstanding the terms of the ELA, JLL will ensure that I and the other members of the Listing Team, as defined in the ELA will not provide any services to any prospective purchaser with respect to the Debtors' Properties and will not share confidential information relating to the Properties with any JLL professional that is providing such services. Furthermore, JLL will provide prior written notice to the Debtors of any prospective purchaser represented by JLL's other professionals.

JLL's Disinterestedness

16. To the best of my knowledge, JLL (i) does not hold any interest materially adverse to the Debtors' estates; (ii) has no connection with the Debtors, their creditors, equity security holders, any other party in interest, or related parties herein; and (iii) is a "disinterested person" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code, except as may be set forth in this Declaration. To assist in coming to this conclusion, JLL obtained from the Debtors the names of individuals and entities that may be parties in interest in these chapter 11 cases. Based on the information provided, it appears Debtors are involved in litigation with hundreds of parties in matters completely unrelated to the matters for which JLL is being retained, based on the need to complete the review of parties in interest as expeditiously as possible, those parties were not included in the entities searched by JLL, listed on **Schedule 1** to this Declaration. As set forth on **Schedule 2** to this Declaration, after review of the entities listed on **Schedule 1**, JLL has identified (i) 13 entities, including one Debtor entity, that JLL either currently represents or has, in the last six months, represented, and (ii) an additional five entities, including one Debtor entity, that JLL represented between six and twelve months ago. Aside from the prior work done

under the Services Agreement for the Debtors, none of these representations involve the Debtors or their real property and none of the entities listed account for even 1% of JLL's annual revenues.

17. Based on JLL's internal conflicts procedures and review of any results in connection therewith, except as set forth above, JLL represents that, to the best of its knowledge, JLL knows of no fact or situation that would represent a conflict of interest for JLL with regard to the Debtors.

18. To the best of my knowledge, information, and belief, after reasonable inquiry, none of JLL's personnel (a) have any connection with the United States Trustee for the District of Delaware (the "U.S. Trustee"), or any employee in the Office of the U.S. Trustee; or (b) are related or connected to any United States Bankruptcy Judge for the District of Delaware, except as otherwise set forth herein.

19. To the best of my knowledge, information, and belief, after reasonable inquiry, JLL has not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, these chapter 11 cases. As discussed in Paragraph 15 above, the listing agreements being utilized between JLL and the Debtors contemplate that, under certain circumstances, JLL personnel may represent an entity with whom the Debtors may wish to enter into a real estate transaction. JLL has agreed to provide prior written notice to the Debtors in such instances. In addition, JLL will continue to provide professional services to entities that may be creditors or equity security holders of the Debtors or other parties in interest in these chapter 11 cases, provided that such services do not relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

20. Certain of JLL's employees, managing directors, board members, equity holders, or an affiliate of any of the foregoing may have financial accounts or insurance relationships with a potential party in interest.

21. Despite the efforts described above to identify and disclose the connections that JLL and its affiliates have with parties in interest in these chapter 11 cases, because the Debtors form a large enterprise with numerous creditors and other relationships, JLL is unable to state with certainty that every client relationship or other connection has been identified and disclosed.

22. In accordance with section 504 of the Bankruptcy Code and Bankruptcy Rule 2016, neither I nor JLL has entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in these chapter 11 cases, (a) for the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) for payment of such compensation from the assets of the estates in excess of the compensation allowed by this Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) for payment of compensation in connection with these chapter 11 cases other than in accordance with the applicable provisions of the Bankruptcy Code.

23. Although the Services Agreement expressly contemplates that JLL and the Debtors may retain a local co-broker for the Debtors' benefit on a particular transaction, a declaration of disinterestedness will be filed by or on behalf of the co-broker and served on parties in interest, and any amounts to be paid to such co-broker will also be set forth in a Notice of Disposition.

24. Accordingly, except as otherwise set forth herein, insofar as I have been able to determine, neither I, JLL, nor any JLL personnel holds or represents any interest adverse to the Debtors or their estates, and JLL is a "disinterested person" as that term is defined in section

101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that JLL and its professionals and employees who will work on the engagement:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) were not, within two years before the Petition Date, a director, officer or employee of the Debtors; and
- (c) do not have an interest materially adverse to the interest of the Debtors' estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

25. If JLL discovers additional information that requires disclosure, JLL will promptly file a supplemental disclosure with this Court as required by Bankruptcy Rule 2014. JLL reserves the right to supplement this Declaration in the event that JLL discovers any facts bearing on matters described in this Declaration regarding JLL's employment by the Debtors.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: February 26, 2020

JONES LANG LASALLE BROKERAGE, INC.

/s/ Brian T. Seitz
By: Brian T. Seitz
Its: Managing Director

SCHEDULE 1

(Parties in Interest)

SCHEDULE 1

Debtors and Debtor Affiliates
A R Management Services, Inc.
Bee Line, Inc.
Celadon Canadian Holdings, Limited
Celadon E-Commerce, Inc.
Celadon Group, Inc.
Celadon International Corporation
Celadon Logistics Services, Inc.
Celadon Mexicana, S.A. de C.V.
Celadon Realty, LLC
Celadon Trucking Services, Inc.
Distribution, Inc.
Eagle Logistics Services Inc.
Hyndman Transport Limited
Jaguar Logistics, S.A. de C.V.
Leasing Servicios, S.A. de C.V.
Osborn Transportation, Inc.
Quality Companies LLC
Quality Equipment Leasing, LLC
Quality Insurance LLC
Servicios Corporativos Jaguar, S.C.
Servicios de Transportación Jaguar, S.A. de C.V.
Stinger Logistics, Inc.
Strategic Leasing, Inc.
Taylor Express, Inc.
Transportation Insurance Services Risk Retention Group, Inc.
Vorbas, LLC
Non-Debtor Affiliates
All Zone Logistics LLC
Current and Former Directors and Officers
Albrecht, Thom
Altenburger, Robert
Altenburger, Sally
Altenburger, Wilbur
Ashlock, Darius
Basinger, Jeffrey L.
Bennett, Leonard
Blankenship, Wanda Y.
Boyer, Whitney
Buck, Ken
Burck, Thomas
Carlton, C.C.
Carpenter, Kenneth
Champine, William
Chesterman, David

SCHEDULE 1

Clay, Terri
Corbin, Robert
Core, Kenneth
Cudney, Gordon
Darrow, Denny
Donargo, Vincent
Dunlap, Michael
Elschide, Dennis L.
Gabbei, J. Michael
Hoffman, Chad
Howard, Lauren
Kilpatrick, Charles K.
Langham, Cathy
Long, Robert
Meek, Eric
Meek, William E.
Miller, Michael
Osborn, Charles Edward
Osborn, Emory G.
Peavler, Bobby L.
Resner, Tom
Roberts, Nate
Ross, Kathleen
Russell, Stephen
Russell, Jonathan
Schmidt, Doug
Skelton, Paul W.
Svindland, Paul
Tarble, Leslie
Taylor, Robert Douglas
Terchila, Brett
Vorst, Scott A.
Welsh, Chase
Will, Paul
Williams, Danny
Wouters, Kathryn
Young, John-Thomas (JT)
Professionals
Alix Partners, LLP
DLA Piper LLP (US)
Kurtzman Carson Consultants LLC
Scudder Law Firm, P.C., L.L.O
Banking Institutions
Banco Mercantil del Norte, S.A.
Banco Nacional de Mexico, S.A.

SCHEDULE 1

Bank of America, N.A.
Bank of Montreal
BBVA Bancomer, S.A
PNC, N.A.
Wells Fargo, N.A.
Contract Counterparties
ADP
Comdata Network, Inc., d/b/a Comdata Corporation
Significant Secured Lenders
Blue Torch Finance, LLC,
BTC Holdings Fund I, LLC,
BTC Holdings Fund I-B, LLC,
BTC Holdings SC Fund LLC
Luminus Energy Partners Master Fund, Ltd.
MidCap Financial Trust
MidCap Funding IV Trust
Equity Holders holding above 5%
Luminus Management LLC, Luminus Energy Partners Master Fund Ltd. and Jonathan Barrett
Towle & Co.
Royce & Associates Inc.
Alexander Mitchell, Scopus Capital Inc. and Scopus Asset Management LP
Wellington Trust Company, National Association Multiple Common Trust Funds Trust, Micro Cap Equity Portfolio
Wellington Trust Company, NA
Insurance Carriers and Administrators
Ace American Ins Co.
AIG/AIG Ins Co of Canada
AIG/Illinois National Ins Co.
Allied World Assurance Co.
Allied World Surplus Lines Ins Co.
Atlantic Specialty Ins Co.
Beazley Insurance Co.
C N A/The Continental Ins Co.
Chubb Seguros
Chubb/Ace American Ins Co.
Chubb/Ace Property & Casualty Ins. Co.
Endurance American Specialty Ins Co.
Evanston Insurance Co.
Federal Insurance Co.
Great American Assurance Co.
Homeland Insurance Co. of NY
Hudson Insurance Co.
Kinsale Insurance Co.
Liberty Surplus Insurance Co.

SCHEDULE 1

Lloyds Synd 623 (Beazley) & 2623
National Fire & Marine
National Surety Corp. (Fireman's Fund)
Transportation Insurance Services RRG, Inc.
Travelers Ins. Co. of Canada
Travelers Property Cas. Co. of Am.
XL Catlin
Utilities
Alabama Power
American Electric Power Company
City Of Laredo Utilities
City Of Romulus Water
Dominion Virginia Power
Indiana Michigan Power
Indianapolis Power & Light Company
Mississippi Power Company
Ohio Power Company
Real Waste Disposal LLC
Republic Waste Services
Rockett Special Utility District
The Utilities Board Of The City Of Rainbow City
United Power
Waste Connections Lone Star Inc.
Waste Management
Waste Management of Atlanta Hauling
Taxing and Governmental Authorities
Internal Revenue Service
Judges in the United States Bankruptcy Court for the District of Delaware
Chief Judge Christopher S. Sontchi
Judge Kevin Gross
Judge Karen B. Owens
Judge Brendan L. Shannon
Judge Laurie Selber Silverstein
Judge Mary F. Walrath
Judge John. T. Dorsey
Judge Ashley M. Chan
Office of the United States Trustee – (Region 3) Delaware
Agarwal, Robert—Regional Supervisory Auditor
Attix, Lauren—Paralegal Specialist
Buchbinder, David—Trial Attorney
Casey, Linda—Trial Attorney
Dice, Holly—Auditor (Bankruptcy)
Dortch, Shakima L.—Paralegal Specialist

SCHEDULE 1

Fox, Jr., Timothy J.—Trial Attorney
Giordano, Diane—Bankruptcy Analyst
Green, Christine—Paralegal Specialist
Hackman, Benjamin—Trial Attorney
Heck, Jeffrey—Auditor (Bankruptcy)
Leamy, Jane—Trial Attorney
McCollum, Hannah M.—Trial Attorney
O'Malley, James R.—Auditor (Bankruptcy)
Panacio, Michael—Auditor (Bankruptcy)
Richenderfer, Linda—Trial Attorney
Sarkessian, Juliet—Trial Attorney
Schepacarter, Richard—Trial Attorney
Serrano, Edith A.—Paralegal Specialist
Starr, Karen—Auditor (Bankruptcy)
Tinker, Patrick T.—Assistant U.S. Trustee
Landlords and Lessors
1731739 Alberta Ltd.
2335 W. Raymond St., LLC
7240 I-35 East, LLC
Bank of America Leasing & Capital LLC
Bath Investments Ltd.
Berry Properties L.L.C.
BMO Harris Equipment Finance Company
Citizens Asset Finance, LLC
Daimler Trust
Golden Endeavors, LLC
Grey Hill Holdings
Hernandez, Jaime Villanueva
Hilliard Cooney Limited
Jack's Properties, LLC
Kearns Truck & Trailer
Mercedes-Benz Financial Services USA LLC
Multico Inc.
NOS Housing Partners, LLC
PNC Equipment Finance, LLC
Prologis, Inc.
Railroad Runner Container Services Ltd.
Regions Commercial Equipment Finance, LLC
RLF I-C SPE, LLC
Societe Immobiliere P3 Inc.
Spalding & Son, Incorporated
Star Financial Bank
Transport Schonfield Inc.
Wells Fargo Equipment Finance, Inc.
YRC Inc.

SCHEDULE 1

Top 50 Creditors
Anthem
Comdata Corporation
Comercializadora Y Distribuidora Martinez Y Mtz
Ernst & Young U.S. LLP
Estate Of Michael Hanley, Jr.
Fleet Charge
Fleet Truck Sales
Goodwin Procter LLP
Grant Thornton LLP
I+D Mexico, S.A. De C.V.
Manhattan Associates Inc.
Master Fleet National
Mccoy, Jackie
Milestone Equipment Holdings LLC
Paccar Parts
Pdza Y Asociados
Pilot Travel Centers, LLC
Pinnacle Fleet Solutions
PNC Bank National Association
Ray, Sheryl
Seidelman, Patty
TA Dispatch, LLC
Tango Transport
The Goodyear Tire & Rubber Company
The Johnson Group LLC
Transportation Enterprise Leasing
U.S. Department Of Justice
Weldy, Ronald
Winawer, Lloyd

SCHEDULE 2

(Parties in Interest)

Debtors and Debtor Affiliates	Over 6 months	Less than 6 months
Celadon Group, Inc.	x	
Celadon Realty, LLC		x
Kurtzman Carson Consultants LLC		x
Bank of America, N.A.		x
Bank of Montreal		x
PNC, N.A.		x
Wells Fargo, N.A.		x
ADP	x	
Luminus Management LLC, Luminus Energy Partners Master Fund Ltd. and Jonathan Barrett		x
Alexander Mitchell, Scopus Capital Inc. and Scopus Asset Management LP	x	
Ace American Ins Co.		x
CNA/The Continental Ins Co.	x	
Travelers Ins. Co. of Canada	x	
Waste Management		x
Internal Revenue Service		x
Prologis, Inc.		x
Anthem		x
The Goodyear Tire & Rubber Company		x